

RECORDATION NO. 20203-A FILED 1425

JAN - 9 1997 - 12 20 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.

SUITE 200  
WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

January 9, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Release of Security Interest, dated January 8, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Equipment Lease Agreement previously filed with the Board under Recordation Number 20203.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856

Lessee: Lamb-Weston, Inc.  
8701 West Gage Blvd  
Tri-Cities, Washington 99302

A description of the railroad equipment covered by the enclosed document is:

thirty (30) cryogenic boxcars CAGX 9629, CAGX 9632 and CAGX 9643 to and including CAGX 9670.

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

JAN 9 12 17 PM '97

Counterpart - Charles M. Lewis

Mr. Vernon A Williams  
January 9, 1997  
Page 2

Also enclosed is a check in the amount of \$22 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W Alvord

RWA/bg  
Enclosures

## Release of Security Interest

Pitney Bowes Credit Corporation, as Lessor hereby terminates, releases, and discharges its security interest in and to the thirty (30) cryogenic box cars manufactured by General American Transportation Corporation bearing registration marks CAGX 9629, CAGX 9632 and CAGX 9643 to and including CAGX 9670

Such security interest was granted pursuant to the July 30, 1996 Memorandum of Master Equipment Lease Agreement between Pitney Bowes Credit Corporation as Lessor and Lamb-Weston, Inc. as Lessee (recording number 20203, recorded by the Surface Transportation Board on July 31, 1996)

January 8, 1997

**Pitney Bowes Credit Corporation, as Lessor**

By Nehal Desai

Title: MICHAEL J. LEYH  
Vice President  
Credit/Operations

State of Connecticut )  
 ) ss  
County of Fairfield )

On the 8th day of January, 1997, before me personally appeared Michael J. Leyh to me personally known, who being by me duly sworn, says that he is the Vice President Credit /Operations of Pitney Bowes Credit Corporation, and that the foregoing instrument was signed on behalf of that corporation, and that said instrument is the free act and deed of said corporation.

Arda Velazquez  
Notary Public

**My commission expires**

**AIDA VELAZQUEZ**  
Notary Public  
My Comm. Exp. Oct 31, 1999



2115 A  
FILE IN 20203-B.  
FOR COMPLETE DOCUMENT  
SEE REC. 21115-A

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1600 K STREET, NW  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
(202) 393-2266  
FAX (202) 393-2156

RECORDATION NO. 21115-A FILED  
FEB 4 2004 4-22 PM  
SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

February 3, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment and Assumption Agreement, dated as of January 31, 2000, a secondary document, as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to certain items of railroad equipment and the leases covering such equipment, which were previously filed with the Commission/Board under Recordation Numbers 21115, 17892, 19748, 20203, 20386 and 21351. - B

Please file the enclosed document under Recordation Number 21115 and cross-index under Recordation Numbers 17892, 19748, 20203, 20386, 20596 and 21351

The name and address of the party to the enclosed document are

Assignor: Pitney Bowes Credit Corporation  
27 Waterview Drive  
Shelton, Connecticut 06484

Assignee: Napa Trust  
c/o Wilmington Trust Company, as Trustee  
1100 North Market Street  
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed document is identified by each Lessee on the Schedule attached.

Mr. Vernon Williams  
February 3, 2000  
Page Two

Also enclosed is a check in the amount of \$182.00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

# NAPA TRUST

## RAIL ASSETS

### DESCRIPTION OF EQUIPMENT

<u>Contract Number</u>	<u>Lessee Name</u>	<u>Rec No</u>
030-0000187-001	Stolt Transportation Services, Inc.	21115
030-1801174-819	ConAgra, Inc.	17892-X
030-1801174-820	ConAgra, Inc.	17892-Y
030-7719040-803	National Starch and Chemical Company	19748
030-7722804-801	Lamb-Weston, Inc.	20203
030-7782444-001	Messer Griesheim Industries, Inc.	20386
030-7783996-001	The Andersons, Inc.	
030-7783996-002	The Andersons, Inc.	
030-7783996-003	The Andersons, Inc.	20596
030-7783996-004	The Andersons, Inc.	
033-0000227-001	Ohio Valley Electric Corporation	21351

ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Rail)

FEB 4 1000

4-22 PM

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of January 31, 2000 is by and between Pitney Bowes Credit Corporation, a Delaware corporation ("Assignor"), and Napa Trust, a Delaware business trust ("Assignee").

## WITNESSETH:

WHEREAS, in exchange for the entire beneficial interest in Assignee, Assignor has agreed to transfer and contribute to Assignee, all of Assignor's right, title and interest in and to certain equipment, and the leases covering such equipment, pursuant to the Contribution Agreement dated as of January 31, 2000 between Assignor and Assignee (the "Contribution Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, the parties hereto wish to effect the contribution by Assignor to Assignee of all the right, title and interest of Assignor in and to the Lease Operative Documents listed on Schedule 1 hereto (the "Scheduled Documents") and any deposits or security interests granted thereby, and the assumption by Assignee of all the obligations of Assignor under the Scheduled Documents which accrue from and after the Contribution Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. Assignor does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO ASSIGNEE, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Assignor's right, title and interest (other than with respect to any Prior Claim) in and to the Scheduled Documents and any deposits or security interests granted thereby.

2. Assumption. Assignee accepts the assignment set forth above and hereby confirms that it shall be deemed a party to the Scheduled Documents on the Contribution Date, and Assignee agrees to be bound by all of the terms of and assumes all of the duties and obligations of Assignor contained in the Scheduled Documents; provided, that such duties or obligations occur or arise from and after the Contribution Date, and, in no event, shall include any Prior Claim. Upon the effectiveness of this Agreement and except as provided elsewhere in the Scheduled Documents, Assignor shall be released and discharged from and shall not be responsible to any Person for the discharge or performance of any duty or obligation pursuant to or in connection with the Scheduled Documents to the extent, but only to the extent, occurring or arising from and after the Contribution Date, and Assignee shall be substituted in lieu of Assignor as a party to each of the Scheduled Documents to which Assignor is a party. Assignee shall not be responsible to any Person for the discharge or performance of any duty or obligation of Assignor in connection with the Scheduled